UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11 Case No.

LEHMAN BROTHERS HOLDINGS INC., et al., : 08-13555 (JMP)

00 1000

Debtors. : (Jointly Administered)

:

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NOTICE OF TRANSFER OF CLAIM PURSUANT TO FRBP RULE 3001(e)(2)

1. TO: Kreissparkasse Weilburg ("<u>Transferor</u>")

Odersbacher Weg 1 35781 Weilburg Germany

2. Please take notice that the transfer of your claim against LEHMAN BROTHERS HOLDINGS INC., et al, Case No. 08-13555 (JMP) arising from and relating to Proof of Claim No. 60572 (attached as Exhibit A hereto), has been transferred to:

Barclays Bank PLC ("<u>Transferee</u>") 745 Seventh Avenue

New York, NY 10019 Telephone: (212) 412-2865

Email: daniel.crowley@barclayscapital.com daniel.miranda@barclayscapital.com

An executed "Evidence of Transfer of Claim" is attached as <u>Exhibit B</u> hereto. All distributions and notices regarding the claim should be sent to the Transferee as provided in <u>Exhibit C</u> hereto.

- 3. No action is required <u>if you do not object</u> to the transfer of your claim. However, **IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN <u>20 DAYS</u> OF THE DATE OF THIS NOTICE, YOU MUST:**
- -- FILE A WRITTEN OBJECTION TO THE TRANSFER with:

United States Bankruptcy Court Southern District of New York Attn: Clerk of Court Alexander Hamilton Custom House One Bowling Green New York, NY 10004-1408

-- SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE

	Refer to INTERNAL CONTROL NO. in your objection and any further correspondence related to this transfer.	
	If you file an objection, a hearing will be scheduled. IF YOUR OBJECTION IS NOT LY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR OF RECORDS AS A CLAIMANT IN THIS PROCEEDING.	N
	CLERK	
FOR (CLERK'S OFFICE USE ONLY:	
This n	otice was mailed to the first named party, by first class mail, postage prepaid on, 2009	Э.
INTEF	NAL CONTROL NO	
Copy:	(check) Claims Agent Transferee Debtors' Attorney	
	Deputy Clerk	

EXHIBIT A

[Proof of Claim]

Lehman Brother		•		URITIES PROGRAMS OF OF CLAIM
In Re:	s Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Lehman Brot	outhern District of New York hers Holdings Inc., Et Al. .13555 (JMP) 0000060572
based on Lehi	rm may not be used t man Programs Securi hman-docket.com as			
Name and addre Creditor)	ss of Creditor: (and name	and address where notices should be	sent if different from	Check this box to indicate that this claim amends a previously filed claim.
	parkasse Weilburg NEX A FOR FURTHER			Court Claim Number: (If known) Filed on:
				riied oii.
Telephone numb		nail Address:		
Name and addre	ss where payment should	be sent (if different from above)		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone numb	er: Er	nail Address:		
Programs Securi and whether such dollars, using the you may attach a Amount of Clai	ties as of September 15, 2 a claim matured or becam exchange rate as applical schedule with the claim at the september 15 (See Annex Between 15 the amount of claim at the september 15, 20 and 15 the	008, whether you owned the Lehman e fixed or liquidated before or after S ble on September 15, 2008. If you are amounts for each Lehman Programs S for details) (Required) n includes interest or other charges in	Programs Securities on Septementer 15, 2008. The claim as filing this claim with respect to security to which this claim related addition to the principal amount	the amount owed under your Lehman aber 15, 2008 or acquired them thereafter, amount must be stated in United States of more than one Lehman Programs Security, tes. It due on the Lehman Programs Securities.
this claim with re which this claim	espect to more than one L relates.	chman Programs Security, you may a sumber (ISIN): (See Annex B f	ttach a schedule with the ISINs	for the Lehman Programs Securities to
appropriate (each from your account than one Lehman relates.	, a "Blocking Number") in htholder (i.e. the bank, bro Programs Security, you in	for each Lehman Programs Security for bker or other entity that holds such sea may attach a schedule with the Blocking	or which you are filing a claim curities on your behalf). If you ing Numbers for each Lehman F	epository blocking reference number, as You must acquire a Blocking Number are filing this claim with respect to more Programs Security to which this claim
number:	B for details)			ther depository blocking reference
		(Require	· · · · · · · · · · · · · · · · · · ·	
you are filing this	claim. You must acquire	e the relevant Clearstream Bank. Euro	clear Bank or other depository	r Lehman Programs Securities for which participant account number from your s should not provide their personal account
	Euroclear Bank, Clears K B for details)	tream Bank or Other Depository Pa Required)	-	
5. Consent to Eu	roclear Bank, Clearstre	am Bank or Other Depository: By	filing this claim, you	WIREHTHE SNEX
disclose your idea	ntity and holdings of Lehr s and distributions.	zed, Euroclear Bank, Clearstream Banan Programs Securities to the Debto	rs for the purpose of	OCT 3 0 2009
October 28, 2009	of the creditor or other p number if different from any. Michael Rützel Rechtsanwalt (att	erson authorized to file this claim and the notice address above Attach cop orney-av-16 in Serman Wild	d state address and telephone by of power of attorney, if	EPIO BANKRUPTCY SOLUTIONS, LLC
Penalty	for presenting fraudulent	claim. Fine of up to \$800,000 or im	prisonment for up to 5 years, or	both. 18 U.S.C. §§ 152 and 3571

UNITED STA	TES BAI	NKRUPT	CY COU	RT
SOUTHERN	DISTRIC	T OF NE	W YORI	K

In re : Chapter 11

LEHMAN BROTHERS HOLDINGS INC., et al., : Case No. 08-13555 (JMP)

Debtors. : Jointly Administered

ANNEX A TO LEHMAN PROGRAMS SECURITIES PROOF OF CLAIM OF KREISSPARKASSE WEILBURG

Kreissparkasse Weilburg (the "Claimant") files this proof of claim (the "Proof of Claim") against Lehman Brothers Holdings Inc. ("LBHI" and, together with its affiliated debtors in the above-referenced chapter 11 cases, the "Debtors") as a holder of certain Lehman Programs Securities (used herein throughout as defined in the Court's Order Pursuant to Section 502(b)(9) of the Bankruptcy Code, Bankruptcy Rules 2012(a)(7), (f), (l), and 3003(c)(3), and Local Rule 2002-1(e) Establishing Deadline for Filing Proofs of Claims and Approving the Form and Manner of Notice Thereof (the "Bar Date Order") [Docket No. 4271]).

A. Background

1. On September 15, 2008 (the "Petition Date"), LBHI commenced this case by filing a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). On July 2, 2009, the Court entered the Bar Date Order. The Bar Date Order, among other things, established November 2, 2009, at 5:00 p.m. (prevailing Eastern Time) as the last date and time for each person or entity to file a proof of claim based on securities identified on the "Lehman Programs Securities" list available on http://www.lehman-docket.com as of July 17, 2009 (the "Lehman Programs Securities").

B. Nature of the Claims

- 2. The Claimant is a beneficial holder of Lehman Programs Securities issued or guaranteed by LBHI. Set forth in Annex B are the Lehman Programs Securities held by the Claimant organized by (i) the amount owed to the Claimant (but see below) in both Euros and US Dollars (the latter calculated using a an exchange rate of \$1.4151/Euro as provided by the European Central Bank as of September 15, 2008), (ii) an indication of whether such amount includes interest, (iii) the applicable International Securities Identification Number ("ISIN"), (iv) the related Euroclear Electronic Instruction Reference Number, Clearstream Blocking Reference Number, or other depository blocking reference number (as applicable, the "Blocking Number"), and (v) the relevant depository participant account number of each LPS Holder's respective depository accountholder.
- 3. The Claimant claims all amounts owed to the Claimant by LBHI in connection with the Lehman Programs Securities the Claimant holds, whether or not such amount is reflected in the figures set forth in the Proof of Claim. As of the Petition Date, LBHI was and still is indebted to the Claimant for the following amounts and for all other amounts which have accrued since the Petition Date, including without limitation post-petition interest, fees and costs:
- (a) principal, interest, and any unpaid fees owing under the Lehman Programs Securities held;
- (b) fees and costs (including without limitation legal fees and expenses) incurred in connection with recovering on such Lehman Programs Securities to the extent allowable under the Bankruptcy Code; and
- (c) all other amounts due and payable under or arising in connection with such Lehman Programs Securities, including, without limitation, damages for breach, damages caused by acts or omissions by LBHI and its affiliates, and/or any guaranteed obligor and its affiliates, post-petition interest, premiums, fees, and costs to the extent allowable under the Bankruptcy Code.

- 4. The amounts described in paragraphs 3(a), 3(b) and 3(c) are made without prejudice to any other amounts accruing after the Petition Date, or based upon facts and circumstances discovered after the Petition Date.
- 5. Additionally, the Claimant asserts against LBHI unliquidated claims for damages caused by, or based upon, (a) any liability LBHI has or may have arising under or in connection with the Lehman Programs Securities held, (b) any misstatement or omission of a material fact in any securities filings and/or financial statements; (c) any wrongful act or misconduct committed by LBHI (or the guaranteed obligor) that has resulted or will result, directly or indirectly, in injury to the Claimant, including, without limitation, breach of any fiduciary or other duty that LBHI (and/or such guaranteed obligor) may now owe or have ever owed to the Claimant; and (d) fraud or misrepresentation in connection with the sale of such Lehman Programs Securities.
- 6. The claims asserted herein are not subject to any setoff or counterclaim by the Debtors or the guaranteed obligor. No judgment has been rendered on the claims asserted herein. The Claimant holds no security interests in connection with, and has not received any security for, the claims asserted herein.

C. Supporting Documentation

7. The Bar Date Order provides that persons or entities that file claims based on any Lehman Programs Security need not attach or submit any documentation supporting any claim based on such Lehman Programs Security. Accordingly, no supporting documentation is attached hereto. The Claimant has authorized White & Case LLP to file this Proof of Claim on its behalf. The power of attorney, which is included in and based on a mandate letter has not been submitted because of confidentiality concerns but is available upon request by the Debtors or other appropriate party in interest.

D. Reservation of Rights and Amendments

- 8. In filing this Proof of Claim, the Claimant does not submit itself to the jurisdiction of the Court for any purpose other than to assert the claims described herein. To the extent such claims may also be asserted against any other Debtor in these jointly-administered proceedings under law or equity, including but not limited to, in the event of the substantive consolidation of some or all of the Debtors, this Proof of Claim also constitutes a claim by the Claimant against any and all such other Debtors. Additionally, any common law indemnity claims against all such Debtors are expressly preserved.
- 9. The execution and filing of this Proof of Claim is not intended to be and should not be construed as (a) a waiver or release of any rights of the Claimant against any other entity or person liable for all or part of the claims asserted herein, (b) a waiver of the right of the Claimant to withdraw the reference with respect to the subject matter of the claims asserted herein, any objection or other proceedings commenced with respect thereto or any other proceeding commenced in these cases against or otherwise involving the Claimant, (c) an election of remedy by the Claimant that waives or otherwise affects any other remedy of the Claimant, (d) a consent by the Claimant to a jury trial in the Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise, (e) a waiver of the right of the Claimant to a trial by jury in any proceeding so triable herein or in any case controversy or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial is pursuant to statute or the United States Constitution, (f) a waiver of the right of the Claimant to have final orders in non-core matters entered only after de novo review by a District Court Judgment, (g) a waiver of any past, present or future event of default under any applicable credit documentation, (h) a statement of all legal theories, causes of action or facts

supporting the claims of the Claimant, (i) a waiver or limitation of any rights, claims or causes of action by the Claimant, (j) a waiver of any right to the subordination or recharacterization, in favor of the Claimant, of any indebtedness or liens held by any creditors of the Debtors or creditors of any of the Debtors' affiliates, or any guaranteed obligor or any affiliate of such obligor, or (k) duplicative of or replacing any other proof of claim filed either by the Claimant or by any indenture trustee or entity performing similar functions.

- 10. The Claimant expressly reserves, and does not waive, any right to amounts for any claims asserted herein, and reserves all rights, including, without limitation, the rights (a) to file any separate or additional proof of claim with respect to the claims set forth herein or otherwise (which proof of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), (b) to amend, modify or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, (c) to file additional proofs of claim in respect of additional amounts or for any other reason, and (d) to file proofs of claim against third parties, including, without limitation, any affiliates of the Debtors or guaranteed obligor.
- 11. In the event that any order of the Bankruptcy Court is entered which effects (a) a recharacterization or subordination of claims, (b) substantive consolidation of any or all of the Debtors with any or all of the Debtors and/or the Debtors' affiliates, or (c) any other similar remedy, the rights of the Claimant to file additional proofs of claim or amended proofs of claim against any or all of the Debtors and any or all of the Debtors' affiliates is reserved.

E. Notice

12. All notices in respect of this proof of claim should be forwarded to:

Kreissparkasse Weilburg attn. Holger Kurz Odersbacher Weg 1 35781 Weilburg Germany

Email Address:

holger.kurz@ksk-weilburg.de

Telephone Number:

+49 64713124105

Contact at White & Case:

Michael Rützel

(attorney-at-law (Rechtsanwalt) in Germany)

Email Address:

mruetzel@whitecase.com

Telephone Number:

+49 69299941626

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ANNEX B TO LEHMAN PROGRAMS SECURITIES PROOF OF CLAIM OF KREISSPARKASSE WEILBURG Q8-13555-mg Doc 18767

Claim/Amount in EUR	Claim Amount in USD	Interest YES / NO	ISIN	Blocking Number	Depository Participants
599,000.00	847,644.90 USD	NO	XS0251910997	CA29087	67010
960,000.00	1,358,496.00 USD	NO	XS0259295607	CA29105	67010

TOTAL

2,206,140.90 USD

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EXHIBIT B

[Executed Evidence of Transfer of Claim]

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, Kreissparkasse Weilburg ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Barclays Bank PLC (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the corresponding sum of claims contained in and set out in Annex B to Proof of Claim Number 60572 filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"). (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or other property, which that be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in \$ection 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim. (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to or evidencing the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto, and (d) any and all proceeds of any of the foregoing (collectively, as described in clauses (h), (b), and (c), the "Transferred Claims"). For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims or
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim; includes the Purchased Claims specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that, with respect to the Transferred Claim, will give rise to any setoff, defense or counterclaim, or will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other allowed unsecured claims bearing the same ISINs as those set forth in Schedule 1 that are not entitled to priority under sections 364 and 507 of the Bankruptcy Code and that are not subordinated.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives, with respect only to the Transferred Claims, to the fullest extent permitted by law any notice or right to receive notice of a hearing with respect to such transfer pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing

that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to

- 4. Purchaser hereby represents and warrants to Seller that Purchaser (a) has made its own investigations and assessments with regard to the bond issuance under the ISINs listed in Schedule 1 from which the Purchased Claim is derived; (b) made its own investigations, assessments and calculations based on which Purchaser concluded its Price as set out in the trade confirmation with Trade Ref. 4175650N6/218643433, 4175671N6/218643438 dated March 29. 2011 (the "Trade Confirmation"); and (c) does not rely in whatever regard and to whatever extent on the respective Claim Amounts as filed under Claim Number 60572 with the United States Bankruptcy Court Southern District of New York under Case No. 08-13555 (JPM) as regards the conclusion of the Price as set out in the Trade Confirmation, which has only been based on the Nominal as set out in the Trade Confirmation and sent from Purchaser to Seller.
- 5. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 6. Seller shall promptly (but in any event no later than three (3) business days (following receipt)) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 7. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 8. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this day of April 2011.

Barclays Bank PLC

Name:

745 Seventh Ave New York, NY 10019 Kreissparkasso-Weilbu

Name: H

Odersbacher Weg I 35781 Weilburg Germany Doc 18767

Schedule I

Purchased Claim

Transferred Claims

100% \$2,206,140.90 of \$2,206,140.90 (the outstanding amount of the Proof of Claim as of April 22, 2011).

Lehman Programs Securities to which Transfer Relates

Description of Security	NISI	Issuer	Guarantor	Amount		Maturity	Accrued Amount (as of Proof of Claim Filing Date)	
Offer of 20,000 Trio Certificates under the Lehman Brothers Treasury Co. B.V. U.S. \$3,000,000,000 Notes Issuince Programme	XS0251910997	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 599,000 Equivalent to USD 847,644.90	N/A	July 19, 2012	NA	
Unconditionally and Irrevocably Guaranteed by Lehman Brothers Holdings Inc.								-

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notion Coupon al Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Issue of EUR 20,000,000 Trio Zertifikaten due 2012 Zertifikaten due 2012 relating to a Basket of 3 indices unconditionally and irrevocably guaranteed by Lehman Brothers Holdings Inc.	XS0259295607	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 960,000 Equivalent to USD 1,358,496.00	NIA	July 19, 2012	N/A

Schedule 1-1